

not be under any obligation to the Company unless the Company shall have served a Step-in Notice pursuant to Clause 9(b) above.

10. The Sub-Contractor's liabilities, duties and obligations hereunder shall be no greater and of no longer duration than the liabilities, duties and obligations which the Sub-Contractor owes to the Contractor under the Sub-Contract.
11. The Sub-Contractor further undertakes to indemnify the Company from and against the consequences of any breach by the Sub-Contractor of any of the warranties, covenants and undertakings contained in this Agreement.
12. The rights and benefits conferred upon the Company by this Agreement are in addition to any other rights and remedies that the Company may have against the Sub-Contractor including, without prejudice to the generality of the foregoing, any remedies in negligence.
13. Nothing contained in this Agreement shall in any way limit the obligations of the Contractor to the Company arising under the Main Contract or otherwise undertaken by the Contractor to the Company in relation to the Sub-Contract Works.
14. No amendment to this Agreement shall be valid unless it is in writing and signed by all parties.
15. Any person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
16. This Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Executed as deed by the parties and delivered on the date of this Agreement.

Executed as a deed by affixing the Common Seal of)
London Underground Limited)
in the presence of:-)

.....
[Authorised Signatory]

Executed as a Deed by [SUB-CONTRACTOR])
acting by)
and) Authorised Signatory
and)
and) Authorised Signatory

Executed as a Deed by [CONTRACTOR])
acting by)
and) Authorised Signatory
and)
and) Authorised Signatory

Schedule 10

Design

1. The Contractor shall in the design of those aspects of the Works within the Designed Portion, exercise all the reasonable skill, care and diligence to be expected of a prudent, competent and properly qualified designer of the relevant discipline experienced in the design of like works for a project of a size, scope, nature and complexity and in a location similar to the Works.
2. The Contractor shall ensure that the Works comply in all respects with the design prepared pursuant to this Schedule 10 (Design).
3. The Contractor warrants (unless otherwise specifically instructed in writing by the Company) only to specify for use or cause or allow for use in or in connection with the Designed Portion, materials which:
 - (a) accord with any relevant recommendations contained in or referred to in the 1997 edition of Good Practice in the Selection of Construction Materials produced by Ove Arup & Partners and sponsored by the British Property Federation and the British Council for Offices;
 - (b) are in accordance with British standards and codes of practice;
 - (c) are not generally known to be deleterious at the time of specification of the Designed Portion; and
 - (d) (in the case of tropical hardwood) are obtained from a source accredited in the Good Wood Guide published by the Friends of the Earth.
4. The Contractor shall immediately notify the Company if the Contractor suspects or becomes aware of any proposed or actual use of any material in or in connection with the Works which is not in accordance with paragraph 3 of this Schedule 10.
5. The Contractor accepts entire responsibility for the design and specification of the Works which he is required to design and specify and for any mistake, inaccuracy, ambiguity, inconsistency or omission in or between his design and specification of the Works and the documents which are part of this Agreement.
6. Terms used in this paragraph 6 shall, where appropriate and where the context so requires, have the same meanings as set out in the CDM Regulations. The Contractor shall:

- (e) comply with the duties and obligations imposed upon a principal designer by the CDM Regulations where appointed as such pursuant to Clause 16 of the Conditions of Contract;
 - (f) co-operate with the principal designer or the principal contractor and any consultant as required by the CDM Regulations;
 - (g) co-operate with the principal designer in the preparation of the health and safety plan and
 - (h) warrant that it is competent for the purposes of the CDM Regulations to perform the tasks of a principal designer and has allocated adequate resources to comply with the duties and obligations imposed upon a principal designer by the CDM Regulations.
7. Where the Works include a Designed Portion which is not the design for the entirety of the Works, the Contractor shall ensure that the Designed Portion is properly coordinated with the design of other aspects of the Works.

Schedule 11
Not used

Schedule 12
Contractor Performance

Ad hoc corrective works - Key Performance Indicators
The Contractor is referred Schedule 12 of the Framework Agreement which is amended follows

KPI	KPI Definition	SMART Targets					KPI	Comments
		Specific	Measurable	Achievable	Relevant	Time-Bound		
Lost Time Injuries or Minor Injuries (Non-LTI)	Number of injuries during period						0 (Zero)	
High Potential Incident or Significant HSE Incidents	Number of HPIs or Significant HSE incidents in the period						0 (Zero)	
MES Inspection Score	MES Score - Site Audit						>=75%	
							74.9 to 73.2	
							<73.1%	
Non-Conformance Report (NCR) - total number outstanding over total number issued	Site number outstanding NCR's over time number issued						All information submitted within 24 hours	
							Majority of information submitted up to a maximum of 48 hours	
							Information submitted over the 48 hour limit	
Contractor Initial Findings Report submission	Initial Findings Report received from Contractor following a Significant Incident						Initial Findings Report submitted within 72 hours of the incident	
							Some Findings Report submitted over the 72 hours limit	
HSE Inspections, Audits and compliance	Number of findings/observations within the period and rectification actions						0 (Zero)	
							1 or More corrected & closed	
							1 or More outstanding close out	
2. Local Safety								Comments
Environmental Incidents	Number of environmental incidents in period, e.g. Site contamination, noise pollution						0 (Zero)	
							0	
Safety Communication Measure: Briefing all safety communication	Supplier has fully demonstrated compliance with Safety Comms issued by TLUJ						All safety communications have been briefed to operatives working on TLUJ assets (<72 hours)	
							All safety communications have been briefed to operatives working on TLUJ assets (>72 hours)	
3. Quality and Assurance								Comments
Engineering Compliance with LUL/TRL Standards and Specification	Includes Quality of final works relative to specification and quality checks on workmanship on a periodic basis to ensure compliance against specified requirements which also includes (includes aspects such as safe and fully adequate security)						Compliance (Sign off complete)	
							Non-compliance (Sign off incomplete)	
Assurance Submission and Timescales	Has all documentation been submitted as planned within the agreed timescales?						All information submitted on time and in quality	
							Information not submitted on time and/or substandard	
4. Cash Management								Comments
Application for payment on time							On Time	
							1-2 days Late	
							More than 2 Days late	
Application for Payment accurately represents value of Works done for the Accounting Period	Application for Payment accurately represents VOWD in the AP						Yes - No issues fully paid	
							No - some payments unable to pay	
Quality of Payment Application	Accuracy/quality of information provided						All information is correct	
							Some information submitted is unacceptable	
5. Customer Quality								Comments
Response time to incidents	Please refer to the Cubic manual for relevant timescales						100% of incidents within timeframe	
							<100% within timeframe	
Staff Professionalism Competence and quality	Competency and calibre of staff matches the description in the framework schedule						Competency of staff meets the description within framework schedule	
							Competency of staff does not meet the description within framework schedule	
6. Work Planning (Progress v Planned)								Comments
Contractor maintains the work programme up to date	Number of milestones due by the supplier versus the number actually achieved in the period (including the effective use of Engineering Hours)						100%	
							<100%	
7. Reporting								Comments
Contractor Submissions to LUL/TRL	Number of reports submitted on time (total number of reports due in the period vs those actually submitted)						Within 12 hours of due date	
							Reports not submitted	
Accuracy of reports	Reports contain the correct, accurate and complete information including photographic evidence where applicable						Sufficient information provided	
							Insufficient information provided	
8. Liaison								Comments
Interface with LUL Management Team	Communications to all written responses within stipulated deadlines						Communication is clear, relevant and timely	
							Some communications are unclear and late or not provided in a timely manner	
							Communications are frequently late or unclear or not provided at all	
Contractor generated service points							Does not generate Service Points	
							Generates all Service Points	
9. Tendering								Comments
Return Date (subject to any approved extensions)							On Time	
							Late	
Declined (Min tender)							0	
							1	
							2 or more	
Not Returned (Not declined)							0	
							1 or more	
Tender Bid Submission incomplete/incorrect							All information submitted in full	
							Missing parts of required tender bid	

Further to Schedule 12 of the Framework Agreement the above Key Performance Indicators shall be measured each Period
Further to clause 22 the Contractor agrees that three times the Contractor may terminate the Framework Agreement in accordance with clause 22.1(a) of the Framework Agreement
In the event that a KPI is scored Amber for three consecutive Periods it shall receive a Red score (on the third occasion)
The KPI's above that have more than one sub-category (e.g. Safety which comprises 2.1 and 2.2) shall be measured as follows:
A Red score in one of the sub-categories shall result in the overall KPI being measured as Red
In the event that there are no Red scores but an Amber score in one of the sub-categories, the overall KPI shall be measured as Amber
KPI's 1 to 4 above will be measured by Site
A Red score on one of the Sites shall result in the overall KPI being measured as Red
In the event that there are no Red scores but an Amber score on one of the Sites, the overall KPI shall be measured as Amber

If the Contractor is assessed Amber for any of the criteria then the contractor may have to submit an improvement plan to the Company
If the Contractor is assessed Red in any criteria then the contractor may have to submit an improvement plan to the Company, should two or more red scores assessments be found in any area, each period there may be a statement of ES00 for each applicable work package and applied in that period

5 performance points shall be awarded to a Contractor for Full compliance with all contractual KPI requirements in the period and therefore achieving all green KPI scores in all areas set out above
Should a contractor receive all Green KPI scores in any single period, then 5 five performance points will be awarded to their next tender, this shall be evaluated as part of your MEAT scores
Should a contractor receive one red KPI or three amber KPI's then no performance points will be added to the Contractors next tenders for either:

- (i) One, for Bridges & Structures Tender and all Direct Award packages will be suspended for a single period, or;
- (ii) One Drainage Works Tender and all Direct Award packages will be suspended for a single period.

Schedule 13

Access

CONTENTS

1. Definitions
2. General Obligations
3. Access Plan
4. Booking and Arranging Access
5. Clash Checking
6. Types of Access
7. Closure Requests Process
8. Timescales for Booking Access
9. Utilising Existing Closures
10. Protection
11. Equipment Rooms

APPENDICES

1. Access Plan Template
2. Application to Work Form
3. Indicative Timescales for the Publication of Notices
4. Access Subcategories
5. Network Rail Interface Locations
6. Cancelled or Delayed/Curtailed Access Form

- a valid LUCAS smartcard; or
- a Sentinel smartcard endorsed with the Industry Common Induction (ICI) competence plus the LU ICI endorsement

(in each case a “Smartcard”)

in order to access the Sites and carry out works on London Underground operational infrastructure.

- 4.3 The Contractor shall register to become a Sentinel Sponsor (as such term is defined in RISQs) via the Rail Industry Contractor Qualification Scheme (“RISQs”). Further details can be found at the following Achilles website address (Achilles administer the scheme on the behalf of RISQs).

http://www.achilles.com/en/?option=com_content&view=article&id=285.

- 4.4 The Contractor will and will procure that any sponsored individuals must abide by the Sentinel Scheme Rules, the latest version of these can be found at the following Sentinel website address:

<https://www.railsentinel.co.uk/Content/Downloads/SentinelSchemeRules.pdf>

- 4.5 The Smartcard is specific to an individual and is not transferable.

- 4.6 The Contractor shall procure that the Contractor Personnel carry their Smartcard at all times when working on operational Underground Network property and present their Smartcard to any authorised representative of TfL for inspection when requested to do so. Failure to produce a valid Smartcard, or requisite certification, for inspection may result in the individual being instructed to leave the Site or London Underground property. A Smartcard is not required when working solely on non-operational Underground Network property.

- 4.7 The Smartcard does not entitle the Contractor Personnel to any benefits other than permitting access to the Site or London Underground operational infrastructure for the purpose of carrying out the Works during the agreed hours of work. The LUCAS Smartcard remains the property of the Company and is required to be returned immediately upon request.

- 4.8 Details or required courses and medicals are detailed in QUENSH.

- 4.9 Exceptions to the Smartcard process

For certain exceptional access circumstances it may not always be practical or cost effective to enrol the Contractor, the Contractor Personnel or Others on to the Sentinel Scheme. In such a case, the Company shall issue a temporary LUA-LU paper certificate.

Such scenarios whereby temporary LUA-LU paper certificates are issued would be:

- specialised contractors requiring limited access; and
- survey work requiring limited access.

If the Company's Representative decides to permit exceptional access to the Site or any working areas, the Contractor must obtain the Company's Representative's written acceptance regarding the personnel and work activities prior to commencement on Site.

4.10 The Contractor acknowledges that any person attempting to gain access to the Site or working areas who is not in possession of a valid LUCAS or Sentinel Smartcard shall be treated as a visitor. All visitors, except for authorised collection or delivery drivers, must be escorted or supervised at all times by an authorised member of staff whilst on Site.

The Contractor shall maintain a register of all visitors including:

- name;
- employer;
- nature of business / persons being visited;
- time in;
- time out; and
- supervisor/escort name including signature.

The Contractor shall provide a health and safety Site briefing to each visitor and shall procure that such visitor shall sign a form to confirm that they have received the briefing and understand the Site rules and their respective responsibilities as a visitor.

The Contractor shall issue the visitor with a temporary pass that is valid for a maximum 24 hours and which clearly indicates the expiry date and time of such visit.

The Contractor shall ensure the temporary pass is returned when the visitor leaves the Site and that a list of any lost passes is maintained.

The Contractor shall ensure that lost electronic visitor passes are de-activated immediately on the Contractor being made aware of the loss.

5. London Underground - Access Control

5.1 When booking in and out of the Site, the Contractor shall procure that the Contractor Personnel report in, record entry and exit, and present their Smartcards when and where required, in accordance with the local access control arrangements.

5.2 Where a Smartcard reader is installed on Site as part of the local access control arrangements, then the Contractor shall procure that all Contractor Personnel as a mandatory requirement swipe their Smartcard on entry and egress from the Site. Any individuals found on Site where such a card reading system is in place who have not followed such a procedure may be instructed to leave Site for the duration of the associated shift, regardless of whether they may hold the appropriate Smartcard. The Company takes no responsibility for any abortive costs or impact to schedule of any such instruction to any member of the Contractor's staff under such circumstances.

- 5.3 If the Contractor wishes to make a change to the Accepted Access Plan or to the Contractor's requirements for Access after being approved by the Company's Representative and Access Manager, the Contractor shall submit written request of such change and a revised programme and Access Plan to the Company's Representative and Access Manager confirming any and all revised Access requirements.

5. CLASH CHECKING

1. The Contractor shall be responsible for checking for clashes (Clash Checking) in respect of access booked by Others and the Company's Representative in respect of which the Company's Representative has provided the Contractor with the Access Visualisation Tool. The Contractor shall also monitor the following publications:
 - (a) Engineering Look Ahead Notice;
 - (b) Engineering Notice;
 - (c) Nightly Engineering Protection Arrangements (NEPA) Notice;
 - (d) Traffic Circular; and
 - (e) Station Works Plan.
2. In the event of clashes the Contractor shall notify the Company's Representative and where instructed submit a revised Access Plan for acceptance. The indicative publication timescales (in advance of proposed works) for the above notices are as provided in Appendix 3.
3. Clash Checking is a condition precedent in respect of any entitlement to apply for relief pursuant to Clause 28 or Schedule 12, paragraph 6.1.
4. In the event that the Contractor attends the Site and access is not provided by TfL in accordance with the Accepted Access Plan, the Contractor shall complete the Cancelled or Delayed/Curtailed Access Form contained in Appendix 6.
5. Without prejudice to the generality of Clause 28, Clash Checking, the completion of a Cancelled or Delayed/Curtailed Access Form in full (including the obtaining of all necessary signatures) and the identification of the period of access in question on the Accepted Access Plan (with the relevant SABRE number) are all condition precedents in respect of any entitlement to apply for a Relief Event under Clause 28 in relation to the frustration of any access booked by the Contractor in accordance with this Schedule 5 (subject to compliance by the Contractor with the requirements of Schedule 5).